

Copy of Term Contract - DO NOT PROCESS

Vendor No. 100095402
Contact
Your reference SP-16-0019

HEWLETT-PACKARD COMPANY
3000 HANOVER ST
PALO ALTO CA 94304

Contract No. 4600035729
Date 08/14/2015

Contact Jaime M. Motley
Telephone 501-371-6065
Fax 501-324-9311

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:

As stated on PO

Ship To:

Valid from: 08/14/2015

Valid to: 03/31/2017

State Contract #: SP-16-0019
AASIS Contract #: 4600035729
NASPO Contract #: MNWNC-115 and MNNVP-133
Commodity: WSCA Computer Equipment, Peripherals and Related Services

This Addendum covers the NASPO ValuePoint PC Contracts (Computer Equipment, Peripherals and Related Services) lead by the State of Minnesota for use by State agencies and other entities located Arkansas.

Type of Contract: Term

Master Agreement Contract Period: April 1, 2015 through March 31, 2017. Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to three (3) additional one (1) year terms or a portion thereof.

Contact Information:

Jaime Motley, Office of State Procurement
(P) 501-371-6065 (F) 501-324-9311,
jaime.motley@dfa.arkansas.gov

All contract values are estimates only.

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0001	10129502 COMPUTERS HARDWARE	50,000.00	Lump Sum	1.00	\$ 50,000.00

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0002	10023863 DESKTOP TOWER, MISC, EACH	200,000.00	Lump Sum	1.00	\$ 200,000.00
0003	10023865 MICROCOM, HNDHELD, NOTEBOOK, MISC, EACH	200,000.00	Lump Sum	1.00	\$ 200,000.00
0004	10129503 COMPUTER COMPONENTS	50,000.00	Lump Sum	1.00	\$ 50,000.00
0005	10118776 PRINTER, MISC	50,000.00	Lump Sum	1.00	\$ 50,000.00
0006	10129504 COMPUTER PERIPHERALS	50,000.00	Lump Sum	1.00	\$ 50,000.00
0007	10023873 MAINFRAME HARDWARE, MISC, EACH	100,000.00	Lump Sum	1.00	\$ 100,000.00
0008	10112840 ACCESSORY, COMPUTER	50,000.00	Lump Sum	1.00	\$ 50,000.00
0009	10129505 PROJECTOR ACCESSORIES	50,000.00	Lump Sum	1.00	\$ 50,000.00
0010	10129506 PRINTER ACCESSORIES AND SUPPLIES	50,000.00	Lump Sum	1.00	\$ 50,000.00
0011	10129507 COMPUTER SUPPLIES	50,000.00	Lump Sum	1.00	\$ 50,000.00
0012	10106900 PROJECTOR, MULTIMEDIA	50,000.00	Lump Sum	1.00	\$ 50,000.00
0013	10112721 SERVICE, MAINTENANCE, COMPUTER EQUIP.	50,000.00	Lump Sum	1.00	\$ 50,000.00
Estimated Net Value					1,000,000.00
<p>4. Participating State Modifications or Additions to Master Agreement: These modifications or additions shall apply only to actions and relationships within Arkansas.</p>					

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A. Software published by Adobe, Computer Associates, Corel, IBM, McAfee, Microsoft, Oracle, Symantec, and Trend Micro other than pre-loaded software products or operating software shall not be procured.

B. Contractor must submit quarterly reports to the Arkansas Office of State Procurement via email to OSP.ITContracts@dfa.arkansas.gov. Reports shall be due on or before the last day of the month following the end of the quarter. The contractor shall provide an electronic usage report in Excel format which lists, but is not limited to, the following:

- 1) Vendor Contract Number
- 2) State
- 3) Customer Type (State, Education, Local Government)
- 4) Bill to Name
- 5) Customer PO Number
- 6) Customer Number
- 7) Order Date
- 8) Product/Service Description
- 9) Baseline Price
- 10) Minimum Band Discount Applied
- 11) Discount Unit Price
- 12) Quantity
- 13) Total Price

C. An administrative fee of one half (1/2) of one (1) percent of the net sales per quarter shall be collected on behalf of the State of Arkansas and shall be submitted by the last day of the month following calendar quarter end, in accordance with the following schedule.

Period End Admin Fee Due
June 30 July 31
September 30 October 31
December 31 January 31
March 31 April 30

The administrative fee shall be submitted to the following address:

Office of State Procurement
Attn: Contract Administration Fee
1509 W 7th St, Room 300
Little Rock, AR 72201

D. Payments shall be submitted to the contractor at the address shown on the invoice. Payments should be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of invoice, unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor at the rate of one half (1/2) of one (1) percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency shall make a good-faith effort to pay within thirty (30) days after the date of invoice.

E. Financial and accounting records relevant to State of Arkansas transactions shall be subject to examination

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by appropriate Arkansas government authorities for a period of five (5) years from the expiration date and final payment on the contract or extension thereof, provided, however, that such government authorities shall provide thirty (30) days written notice to the contractor of its intent to conduct such examination contemplated by this section.

F. The laws of the State of Arkansas shall govern this agreement. Nothing under this agreement or the Master Agreement shall be deemed or construed as a waiver of the State's right of sovereign immunity.

G. Expenses for travel shall not be reimbursed unless specifically permitted under the duties of the contractor. All travel must be approved in advance by the State. Expenditures made by the contractor for travel will be reimbursed at the current rate paid by the State.

H. In the event the State of Arkansas no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in law, rules, regulations, lack of funds appropriated for this purpose, or relocation of offices, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

I. The following indemnification clause replaces in its entirety the Indemnification clause specified in the Master Agreement.

INDEMNIFICATION - The Contractor shall defend indemnify and hold harmless the State of Arkansas along with their officers, agencies, and employees (the "State"), as well as any person or entity for which they may be liable, from and against employees as well as any person or entity for which they may be liable from and against third-party claims, damages or causes of action including reasonable attorneys' fees incurred by the State for any death, injury, or damage to tangible property arising from gross negligence or willful misconduct of the Contractor, its employees, subcontractors, agents, or volunteers, at any tier, in the performance of its obligations under the Master Agreement and this Participating Addendum. This section is not subject to any limitations of liability in the Master Agreement or in any other document executed in conjunction with the Master Agreement. This clause shall not be construed to bar any legal remedies the Contractor may have with the State's failure to fulfill its obligations pursuant to the Master Agreement.

If the State's laws require approval of a third party to defend the State, the State will seek such approval and if approval is not received, Contractor is not required to defend the State.

J. **CONFIDENTIAL INFORMATION** shall only be considered confidential by Arkansas State law (Reference the Arkansas Freedom of Information Act, Ark Code Ann. § 25-19-105).

K. The Contractor may use subcontractors; however, the Contractor shall be responsible for any agreements with the subcontractors. The State of Arkansas shall not agree to and shall not be responsible for any terms and conditions with a subcontractor.

The Contractor has two (2) distinct Servicing Subcontractor Programs: (1) the Reseller Agent Program; and (2) the Fulfillment Subcontractor Program. Both are available to authorized Purchasing Entities to select from under this Participating Addendum.

1. The Reseller Agents provides pre- and post-sales support. Pre- and post-sales support includes, but is not limited to, providing advice on specifications, quotes, assist in escalation of order(s), and returns.

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2. The Fulfillment Subcontractor receives the Order(s) and invoices the Purchasing Entity directly, in addition to handling all Order tracking and escalations and offering pre- and post-sales support.

Subcontractor Contact Name Email Phone
CDW Logistics Inc (d/b/a CDW-G) Junana Dihujumdiu@cdw.com
312-547-2495
Complete Computing Dan Harpool Dan.harpool@complete.com
501-372-3379
White River Tracy McMahan tracy@whiteriverservices.com
501-994-5971
Office Depot / Office Max Charlie Huda Charlie.huda@officedepot.com
203-386-1504
CIMA Solutions Group Kevin Grace kgrace@cimasg.com
501-773-0411

L. Leasing shall not be authorized under this Participating Addendum.

M. The following configuration limits are based on a single computer configuration:

Item
Configuration
Desktops/Laptops \$ 100,000
Tablets \$ 50,000
Peripherals \$ 50,000
Services \$ 10,000

The Contractor shall not propose or provide value-added services unless it meets one (1) or more of the following criteria:

- " It is of no cost to the purchasing entity;
- " Services are linked to items the entity has purchased through a current or past transaction.

5. Purchase Order Instructions:

All purchase orders issued by Purchasing Entities within the jurisdiction of this participating addendum shall include the following:

- A. NASPO ValuePoint Master Agreement number MNWNC-115 or MNNVP-133
- B. State contract number SP-16-0019 4600035729
- C. Agency Name, Address, Contact, and Phone-Number
- D. IT procurement and/or other applicable approvals
- E. Orders shall be made out to the Contractor or Reseller

6. Performance Standards:

All purchasing entities subject to State laws regarding Performance Standards in the procurement of services must have the cooperation of the vendor in establishing this provision as part of their purchasing agreement.

7. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services shall be

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treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision shall be responsible to follow the terms and conditions of the Master Agreement; and they shall have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision shall be responsible for their own charges, fees, and liabilities. Each agency and political subdivision shall have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor shall apply the charges to each Participating Entity individually.

8. Orders:

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

9. Separation:

Neither Party may, nor will it have the power to, assign or novate this Participating Addendum without the consent of the other, provided that Participating State/Entity approves the assignment of this Participating Addendum to Hewlett-Packard Company's successor-in-interest, HP Inc., in connection with the HP Separation. Any reference to Hewlett-Packard Company in this Participating Addendum will be deemed to be a reference to HP Inc. following HP Separation.

HP Separation means any transaction or restructure associated with the proposed separation of Hewlett-Packard Company into two publicly traded companies, as announced by Hewlett-Packard Company on October 6, 2014.

This Participating Addendum is based on Master Agreement No. MNWNC-115 until November 1, 2015. In accordance with the Assignment Agreement, as of November 1, 2015, this Participating Addendum is assigned to Master Agreement No. MNNVP-133.

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